

## ALLIED GRAPE GROWERS MEMBERSHIP AGREEMENT

INITIAL CROP YEAR \_\_\_\_\_

Undersigned ("Grower") hereby applies for, or reaffirms membership in, Allied Grape Growers ("Association"), an incorporated cooperative marketing association, and hereby agrees to be bound by the By-Laws, Articles of Incorporation and rules & regulations of the Association. Receipt of a copy of the By-Laws as they now exist is hereby acknowledged, and Grower agrees to be further bound by subsequent revisions to the By-Laws as approved by the Board of Directors, so long as Grower remains a member of the Association. Grower agrees to deliver annually, for the account of the Association in accordance with the By-Laws, the entire production of grapes from the acres of the variety(s) grown on vineyard parcels herein designated:

Grower's membership in the Association and obligation to deliver annually the aforesaid grapes shall be as follo a) Membership and grape delivery obligation shall be continuous beginning on the date this Agreement is signed an appropriate representative of the Association as hereinafter provided (herein "Acceptance Date").  b) Grower may terminate membership in the Association only by written notice of withdrawal delivered to Association, as prescribed by the By-Laws, in the month of January before each third consecutive season of grape delive covered under this agreement, after the Acceptance Date, during the continuous membership term. Such termination shal effective on December 31st following the written notice of withdrawal. If notice of withdrawal is not served, or is served manner inconsistent with the manner prescribed herein, the membership will be continuous and self-renewing.  Nothing herein contained shall prevent the Association from terminating Grower's membership in accordance with By-Laws, and if any of the above membership termination provisions conflict with the terms and conditions of the Laws, the By-Laws shall prevail.  Grower may sign multiple Membership Agreements with Association having multiple Membership Agreem Numbers. If a Grower signs a Membership Agreement having the same Membership Agreement Number as a previou executed Agreement, then the latter Membership Agreement having the same Membership Agreement Number as a previou executed Agreement, then the latter Membership Agreement having the same Membership Agreement Number as a previou executed Agreement, then the latter Membership Agreement having the same August By-Law provision 12.18 dealing with the treatment of distributions. Grower hereby consents, during membership hereunder, to take into account as provided in U.S.C. Section 1385(a) all written notices of allocation as defined in 26 U.S.C. Section 1388(b).	Laws, the entire	e production of grapes from	n the acres of the variety(s) grown on v	vineyard parce	ls herein designated:
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Under penalties of perjury, I certify:  (1) that the number shown on this form is my  Account Name:			Dated:		
correct taxpayer identification number.	correct taxpayer	identification number.			
(2) that I am not subject to backup withholding either because I have not been notified that I am			1 ayee Name		
subject to backup withholding as a result of failure (If different):	subject to backup	withholding as a result of failu	ire (if different):		
to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.  Payee SS# or Taxpayer ID#:  Address:			no Address:		
Contact (Home): (Cell):			Contact (Home):	(Cell):	
Grower guarantees and warrants that any and all grape deliveries hereinafter made for the account of Allied Grape Growers neither are nor on the date of delivery shall be adultered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, and are not an article that may not, under the provisions of	grape deliveries I of Allied Grape date of delivery s within the mean and Cosmetic A	dereinafter made for the account of the account of the adultered or misbranding of the Federal Food, Drott, as amended, and are not	ed Grower(s): ug an		
Section 301(d), 404, 405 or 505 of said Act, be introduced into interstate commerce. In addition, Grower hereby certifies that no illegal material has been or will be used, and no amounts applied in excess of stated limits for legal materials, on the grapes herein identified.  This document is an application for membership and becomes a bind agreement upon signature by appropriate representatives of the Association (President and Member of the Board). Agreement will cease to be bind upon Grower if not signed by appropriate representatives of the Association within 30 days of the date of this Membership Agreement shown about Allied Grape Growers:	Section 301(d), a introduced into in Grower hereby of has been or will be in excess of states	404, 405 or 505 of said Act, neterstate commerce. In addition tertifies that no illegal mater be used, and no amounts applied limits for legal materials,	This document is an application for agreement upon signature by appropriate (President and Member of the Boar upon Grower if not signed by appropriate within 30 days of the date of this Member of the Boar upon Grower if not signed by appropriate the state of this Member of the Boar upon Grower if not signed by appropriate the state of this Member of the Boar upon Grower if not signed by appropriate the state of the state of the Boar upon Grower if not signed by appropriate the state of the stat	oriate representa d). Agreement v oriate representa	tives of the Association will cease to be binding tives of the Association
Notices:President:			– President:		
President: Director:			<u></u>		

Acceptance Date: \_\_\_\_\_\_ Membership Agreement #: \_\_\_\_